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NATALY LOPEZ VARGAS

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17 UNITED STATES DISTRICT COURT
18 EASTERN DISTRICT OF CALIFORNIA
19

20 NATALY LOPEZ VARGAS, an individual, on
behalf of herself and all others similarly
21 situated,

22 Plaintiff,

23 v.

24 SAPUTO DAIRY FOODS USA, LLC, a
Delaware limited liability corporation; and
25 DOES 1 through 10, inclusive,

26 Defendants.
27
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Case No. 1:22-cv-01645-DJC-JDP

**JOINT STIPULATION FOR
DISMISSAL OF ENTIRE ACTION,
INCLUDING PLAINTIFF'S
INDIVIDUAL CLAIMS WITH
PREJUDICE AND PRE-
CERTIFICATION CLASS CLAIMS
WITHOUT PREJUDICE; ORDER**

Complaint Filed: November 21, 2022

1 Plaintiff Nataly Lopez Vargas (“Vargas” or “Plaintiff”) and Defendant Saputo Dairy
 2 Foods USA, LLC (“Saputo” or “Defendant”) (collectively, the “Parties”), by and through their
 3 respective attorneys of record, hereby stipulate to voluntarily dismiss Plaintiff’s entire case,
 4 including her individual claims with prejudice and the pre-certification class claims without
 5 prejudice and without notice by the Court, pursuant to Rule 41(a)(1)(A)(ii) and Rule 23(e) of the
 6 Federal Rules of Civil Procedure.

7 **BACKGROUND**

8 1. Plaintiff initially filed this putative class and representative action on November
 9 21, 2022, in Stanislaus County Superior Court, which Defendant subsequently removed to this
 10 Court on December 28, 2022, where it remains pending. In this Action, Plaintiff asserts class
 11 claims for alleged (1) failure to provide required meal periods, (2) failure to provide required rest
 12 periods, (3) failure to pay overtime wages, (4) failure to pay minimum wages, (5) failure to pay
 13 all wages due to discharged and quitting employees, (6) failure to furnish accurate itemized wage
 14 statements, (7) failure to maintain required records, (8) failure to indemnify employees for
 15 necessary expenditures incurred in discharge of duties, (9) unfair and unlawful business practices,
 16 and (10) penalties under the Labor Code Private Attorneys General Act (“PAGA”).

17 2. In addition to the lawsuit filed by Plaintiff, there are four other substantially
 18 overlapping class action and representative PAGA action lawsuits involving the same claims on
 19 behalf of the same group of current and former employees of Defendant: (1) *Psalms Martinez v.*
 20 *Saputo Dairy Foods USA, LLC*, U.S.D.C. E.D. Cal. Case No. 1:22-cv-1624-DJC-JDP (“*Martinez*
 21 *Class Action*”); *Psalms Martinez v. Saputo Dairy Foods USA, LLC*, Tulare County Superior
 22 Court Case No. VCU294960 (“*Martinez PAGA Action*”); *Romero v. Saputo Dairy Foods USA,*
 23 *LLC*, Case No. 1:23-cv-00427-DJC-JDP (“*Romero Class Action*”); and *Romero v. Saputo Dairy*
 24 *Foods USA, LLC*, Case No. VCU298775 (“*Romero PAGA Action*”).

25 3. On September 19, 2023, the Parties to this Action, the *Martinez Class Action*,
 26 *Martinez PAGA Action*, *Romero Class Action*, and *Romero PAGA Action* attended a full day
 27 private mediation with mediator David Rotman. The Parties reached a global settlement of the
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1 five actions, and entered into a settlement agreement that was fully executed as of March 14,
2 2024 (“Settlement Agreement”).

3 4. As part of the class action and PAGA representative action settlement, the Tulare
4 Superior Court granted leave to file an amended complaint in the *Martinez* PAGA Action adding
5 Romero and Vargas as class and PAGA representatives, and incorporating the class and PAGA
6 claims and allegations on behalf of the putative class and aggrieved employees in the five actions
7 into one complaint. All of the claims asserted in this Action were therefore subsumed within the
8 *Martinez* PAGA Action.

9 5. The Parties sought preliminary and final approval of the global settlement that
10 includes all of the same claims asserted in this action (“Global Settlement”), through the related
11 *Martinez* PAGA Action. On March 24, 2025, the *Martinez* Court granted final approval of the
12 Settlement Agreement and entered a Judgment and Order Granting Plaintiffs’ Motion for Final
13 Approval of Class Action and PAGA Settlement (“Judgment”) that disposes of all of the claims
14 asserted in this Action, the *Romero* PAGA Action, the *Martinez* Class Action, *Martinez* PAGA
15 Action, and the *Vargas* Class/PAGA Action. Attached as Exhibit 1 is a true and correct copy of
16 the Court Judgment.

17 **STIPULATION**

18 **IT IS HEREBY STIPULATED AND AGREED AS FOLLOWS:**

19 1. Subject to Court approval, the Parties stipulate that the voluntary dismissal of the
20 entire action, including pre-certification dismissal of class claims without notice by the Court to
21 putative class members, is appropriate because all of the claims asserted in this Action are barred
22 by the doctrines of res judicata and release, based on the final approval granted by the Tulare
23 County Superior Court of the Global Settlement and the Judgment entered in the *Martinez* PAGA
24 Action. As part of the approval process for the Settlement Agreement, putative class members in
25 the *Martinez* PAGA Action received notice of the Settlement Agreement consistent with the
26 requirements of due process and had the opportunity to object or opt out of the settlement of the
27 *Martinez* PAGA Action. In addition, neither Plaintiff nor her attorneys have made any concessions
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with respect to the interests of the putative class in order to further their own interests, and the Parties are unaware of any media attention given to this Action. In this Action, the Parties seek a dismissal with prejudice only as to Plaintiff's individual claims, and seek a dismissal without prejudice of Plaintiff's class claims, so no notice to putative class members is required in this Action. *See, e.g., Rodriguez v. Nationwide Mut. Ins. Co.*, 2017 U.S. Dist. LEXIS 237338 at *9 (C.D. Cal. Nov. 16, 2017) (class notice not required where potential class members not prejudiced by dismissal of the action).

2. The Parties hereby stipulate and request that the Court approve this Stipulation of Dismissal, dismissing Plaintiff's individual claims with prejudice and the putative class claims without prejudice. In accordance with Rule 23(e), the dismissal of the uncertified class may be approved without notice by the Court to members of the proposed class because the dismissal would not prejudice any putative class members.

IT IS SO STIPULATED.

Dated: April 1, 2025

JONES DAY

By: /s/ Koree B. Wooley
Koree B. Wooley

Attorneys for Defendant SAPUTO DAIRY
FOODS USA, LLC

Dated: April 1, 2025

MATERN LAW GROUP PC

By: /s/ Mikael H. Stahle (as authorized on 4/1/2025)
Mikael H. Stahle

Attorneys for Plaintiff NATALY LOPEZ VARGAS

ORDER

Having considered the Joint Stipulation between all Parties, and good cause appearing,

IT IS ORDERED as follows:

1. All of Plaintiff's individual claims are dismissed with prejudice. The putative class claims, which have not been certified, are dismissed without prejudice;
2. The dismissal of the uncertified class claims is approved without notice by the Court to members of the proposed class; and
3. This Action is hereby dismissed in its entirety.

Dated: April 4, 2025

/s/ Daniel J. Calabretta

THE HONORABLE DANIEL J. CALABRETTA
UNITED STATES DISTRICT JUDGE